

Milled letter. I can't tell
how much of the letter
I'm quoting.

Correct Sánchez
use photos?

(1)

Libel statements:

See letter #45, TJK to RB, March 27, 1999, p.1

Copyright:

B.F. to TJK

9/4/98. "As for publishing the book 'as is', that was something I took to be a given."

9/21/98 "Publishing the manuscript in its entirety has never been an issue with me (which I say at the risk of sounding reckless, since I have yet to see it).

10/20/98, p.2: "Another issue to be addressed is copyright infringement. There may be instances in the text where long excerpts from letters and short stories could be construed as copyright infringement. My lawyer is going to determine how many (if any) cases exist, and of those which can be circumvented by the wiggle-room that exists in current copyright legislation, or through acquiring the rights to reproduce the material. We can get pretty far with a law known as 'fair use'. Fair use indicates a certain percentage of a given document that can be reprinted without permission from the author."

"... I would rather publish all of the material, and I will endeavor to do so."

10/22/98 "My lawyer is currently trying to figure out a way around the applicable copyright laws I will not allow anything to happen to the contents of Truth versus Lies without your express consent."

B.F. to TJK

11/23/98, p.3. "As for our copyright issue, I hope I can set your mind at ease. It does not look like it will be a major issue. ... Copyright law most certainly does allow the use of personal letters to defend one's reputation. The only thing at issue is relevance. You are only allowed to use sections that are of direct relevance to your argument. ..."

"At this point I think we are okay as far as copyright goes ... if Korzenik does find sections of cited material that are not clearly relevant to the argument, the worst that will happen is that he will ask you to paraphrase, or omit points of possible contention."

"... I think we are in the clear."

p.5: "As I hope I argued cogently above, copyright is not going to be a problem. ... it is my impression (and hope) that we will not need to make many (if any) changes."

p.5: "'The term 'unreasonably' is so vague that it is not clear to me what, if any, protection this gives me against changes in the manuscript.' ... This clause refers only to the subtitle."

p.6: "The text ... will not be changed without your express consent ..."

12/14/98, p.2. "Korzenik ~~does~~ does not foresee any big problems regarding legal liability in your book. A further assurance, I hope, is that I have demonstrated the consistent intent to maintain the integrity of Truth versus Lies."

BF to TJK

12/29/98, p.1. "As for acquiring copyright permission ... I hope that the copyright laws about letters and the defense of one's reputation will make this unnecessary."

3/20/99, ^{p.1} "Truth versus Lies" will not come out until you are satisfied with the state in which it is to be distributed."

"... [Miller and Korzenik] have not found too many red flags."

p.2. "[Miller] told me that there were not too many instances of citations that would be construable as copyright infringement, although some of the letters from your brother, and his stories, may require abridgement to make them qualify as fair use. Miller stressed that such edits would in no way compromise the tenor or comprehensiveness of the arguments."

4/7/99, ^{p.1} "I have not developed a new position with regard to potential defamation suits ... They are indeed hard to win, and I doubt that there are any real problems on this front. ... It is not my impression that there are serious libel problems."

p.3. "Between fair-use and whatever strategy we settle on to acquire permission (or circumvent the necessity) I am sure there will be no impasses."

Miller to B.F., 4/1/99, p.3. "If the Wanda and David writings are used with discretion, the fair use exception should be available. In that case,

permission would not have to be obtained."

B.F. to TJK, 7/16/99, p. 2. "We still do not have clear indication of the remaining work to do with regard to sections that need rewriting."

B.F. to TJK, 7/19/99, ^{p. 1, #2} "Unfortunately this material ... will have to be paraphrased."

TJK to B.F. 7/26/99, ^{p. 4} "You say that 'this material' will have to be paraphrased. I assume that by 'this material' you mean my quotations from my brother's letters in Chapt. XV."

B.F. to TJK. 8/2/99. p. 2, #5 answers my letter of 7/26/99, but does not contradict the assumption I stated in that letter.

B.F. to TJK, 8/7/99, p.3, ¶4: "There are no more libel or defamation issues."

B.F. to TJK, 8/31/99, p.2, ^{¶1} "I thought you might like to know that there are no remaining legal issues with regard to the publication of Truth versus Lies."

B.F. to TJK, 9/1/99, p.1, ¶4 "There was nothing in your corrections that I took issue with, and the changes will be entered this weekend. Miller will then read through the page proofs to make sure everything is okay from the legal standpoint. The few points upon which I waver are instances where you have supplied alternatives. So, if Miller wants a change, it's there."

↑ "Libel and copyright problems with the book may prove challenging. So it may take months before we can agree on a satisfactory text."

- #53 5/31/99, p.1, #2. "I think we should wait until we've arrived at a mutually satisfactory version of the text, and only after that should you make any arrangements that subject us to time constraints."
3/27/99, p.8, #3. "I urge your lawyers to contact Denvir to discuss this with him." ("this" = the problem of letting Friedlander's lawyers see my documents)
- #54 6/10/99, p.2, #6 + p.3, #1. "I repeat my suggestion that you should call off your date with your printer until we have a text for the book that we can both agree on. I think we're going to have to take considerable time and trouble to get all the legal problems worked out."
- #58 6/22/99, p.2, #1. "I think you should cancel your date with your printer and not make a new one until we have a satisfactory text prepared."
- #59 6/23/99, p.2, #6. "As you can see, it will take us a while to get all this crap [legal problems] worked out, not to mention other problems, so I really think you should cancel your date with the printer."
- #61 7/8/99, p.2, #4. "I won't approve any changes in the text until I've seen a complete copy of what you are going to send to the printer, and have had the opportunity to give it a careful reading."
- #61 7/8/99, p.4, postscript. I suggested a conference call between me, Denvir, Clarke, and Friedlander's lawyers.
- #63 7/12/99, "NOTE ON THE QUESTION OF MILLER'S AND KORZENIK'S ACCESS TO DOCUMENTS." I suggested a conference call between me, Denvir,

Clark, Korzenik, Friedlander, and Miller. I listed all the legal problems to be considered.

#65 7/20/99, p. 2, ¶ 2, "I urge you to set up that conference call..."

Conference call took place on Sept. 7.

[\$ 10.70 My phone balance

[The following is the message I read into Beau Friedlander's answering machine at a few minutes after 12:00 noon on October 3, 1999 (12:00 noon my time, not NY time)
This is Ted Kaczynski speaking.

Beau: If you think I am going to accept those changes in the book, then you are out of your mind. I most certainly will not accept them, and you will not publish the book in the form of which you have sent me copies. Tomorrow I will send you a letter on this subject.

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O - 212-233-4880

044-897-085

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Any copies of my book that may already have been printed, have been printed in violation of our contract, because I have not approved the changes. Therefore, the printing of the book constitutes infringement of my copyright. All such copies of the book must be destroyed ~~immediately~~, otherwise I will consider taking legal action. By the way, I now have a good prospect of getting an intellectual-property lawyer who will work for me on a contingency fee.

10/9/98, p.1, #3. "My principal concern is that the contract should prescribe that no changes will be made in the book without my permission."

11/1/98, p.1, #1. "I'll add that it seems to me that we ought to settle the main sticking point, the copyright problem, before we sign a contract."

12/23/98, p.5, #4. "I don't see any objection to having Korzenik do the legal read-through now, even though that's not the customary order in which things are done."

12/28/98, p.2, #3. "... it would be very helpful if you would make sure always to explain things to me fully, notify me of any deadlines as far in advance as possible — in short, keep me well informed about what is going on, and get information to me as early as possible ..."

1/21/99, p.2, #2. "So you can just go ahead with publication of Truth vs Lies."